

16546-C

# WHITE & CASE

1747 PENNSYLVANIA AVENUE N W  
WASHINGTON, D C  
333 SOUTH HOPE STREET LOS ANGELES  
200 SOUTH BISCAYNE BOULEVARD, MIAMI  
20 PLACE VENDÔME, PARIS  
66 GRESHAM STREET, LONDON  
BIRGER JARLSGATAN 14, STOCKHOLM

1155 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036-2787  
(212) 819-8200  
FACSIMILE (212) 354-8113  
TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO  
15 QUEEN'S ROAD CENTRAL, HONG KONG  
50 RAFFLES PLACE, SINGAPORE  
CUMHURİYET CAĐDESİ 12/10 ISTANBUL  
ZIYA UR RAHMAN CAĐDESİ 17/5 ANKARA  
2013 WALI AL-AHD (P O BOX 2256), JEDDAH

RECORDATION NO. 16546-C  
FILED 1425

DME:LCO

DEC 27 1989 - 8 40 AM  
INTERSTATE COMMERCE COMMISSION

December 27, 1989

Office of the Secretary  
Recordations Unit  
Room 2303  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed is an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303. This document, Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, is a secondary document. The primary documents to which the foregoing document is connected are recorded under Recordation No. 16546 and Recordation No. 16546-A.

The names and addresses of the parties to such documents are as follows:

The Connecticut National Bank  
777 Main Street  
Hartford, CT 06115

CSX Transportation, Inc.  
100 N. Charles Street  
Baltimore, MD 21201

*CT. Koppler*  
*CSX Transportation, Inc.*

Mercantile-Safe Deposit and Trust Company  
2 Hopkins Plaza  
Baltimore, MD 21203

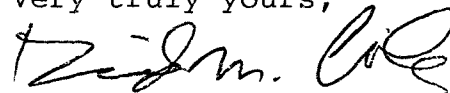
A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for recordation.

A short summary of the document, to appear in the index, follows:

Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 369 Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars identified by the Lessee in Annex 1 thereto.

Very truly yours,



David M. Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.  
Donna M. Mazzaferro, Esq.

PNC TRUST NUMBER 5 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	807188
OPEN TOP HOPPER	CSXT	807213
	CSXT	807228
	CSXT	807253
	CSXT	807262
	CSXT	807297
	CSXT	807298
	CSXT	807335
	CSXT	807362
	CSXT	807380
	CSXT	807393
	CSXT	807397
	CSXT	807407
	CSXT	807418
	CSXT	807457
	CSXT	807535
	CSXT	807594
	CSXT	807607
	CSXT	807632
	CSXT	807642
	CSXT	807651
	CSXT	807697
	CSXT	807820
	CSXT	807844
	CSXT	807851
	CSXT	807878
	CSXT	807884
	CSXT	807885
	CSXT	807909
	CSXT	807942
	CSXT	807985
	CSXT	807997
	CSXT	808024
	CSXT	808080
	CSXT	808102
	CSXT	808134
	CSXT	808167
	CSXT	808172
	CSXT	808199
	CSXT	808204
	CSXT	808237
	CSXT	808259
	CSXT	808307
	CSXT	808317
	CSXT	808412
	CSXT	808424
	CSXT	808437
	CSXT	808448
	CSXT	808456
	CSXT	808495
	CSXT	808550
	CSXT	808569
	CSXT	808697

PNC TRUST NUMBER 5 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	808734
CSXT	808739
CSXT	808782
CSXT	808868
CSXT	808923
CSXT	808931
CSXT	808934
CSXT	808967
CSXT	808982
CSXT	809087
CSXT	809088
CSXT	809106
CSXT	809121
CSXT	809123
CSXT	809125
CSXT	809150
CSXT	809151
CSXT	809226
CSXT	809258
CSXT	809408
CSXT	809432
CSXT	809449
CSXT	809478
CSXT	809535
CSXT	809548
CSXT	809593
CSXT	809674
CSXT	809687
CSXT	809696
CSXT	809705
CSXT	809740
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CAR TYPE TOTAL:

84

PNC TRUST NUMBER 5 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	704734
GONDOLA	CSXT	704736
	CSXT	704737
	CSXT	704739
	CSXT	704740
	CSXT	704741
	CSXT	704742
	CSXT	704743
	CSXT	704744
	CSXT	704745
	CSXT	704746
	CSXT	704747
	CSXT	704748
	CSXT	704750
	CSXT	704751
	CSXT	704753
	CSXT	704754
	CSXT	704755
	CSXT	704756
	CSXT	704758
	CSXT	704759
	CSXT	704760
	CSXT	704761
	CSXT	704762
	CSXT	704764
	CSXT	704765
	CSXT	704767
	CSXT	704768
	CSXT	704770
	CSXT	704771
	CSXT	704772
	CSXT	704773
	CSXT	704775
	CSXT	704776
	CSXT	704778
	CSXT	704780
	CSXT	704782
	CSXT	704783
	CSXT	704784
	CSXT	704786
	CSXT	704788
	CSXT	704789
	CSXT	704790
	CSXT	704791
	CSXT	704792
	CSXT	704794
	CSXT	704795
	CSXT	704797
	CSXT	704798
	CSXT	704801
	CSXT	704805
	CSXT	704808
	CSXT	704810

PNC TRUST NUMBER 5 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	704811
CSXT	704813
CSXT	704814
CSXT	704815
CSXT	704816
CSXT	704817
CSXT	704819
CSXT	704824
CSXT	704825
CSXT	704827
CSXT	704828
CSXT	704830
CSXT	704831
CSXT	704832
CSXT	704835
CSXT	704838
CSXT	704840
CSXT	704843
CSXT	704845
CSXT	704847
CSXT	704848
CSXT	704853
CSXT	704854
CSXT	704855
CSXT	704858
CSXT	704859
CSXT	704860
CSXT	704863
CSXT	704867
CSXT	704874
CSXT	704875
CSXT	704877
CSXT	704879
CSXT	704880
CSXT	704882
CSXT	704883
CSXT	704885
CSXT	704886
CSXT	704887
CSXT	704888
CSXT	704891
CSXT	704892
CSXT	704893
CSXT	704894
CSXT	704897
CSXT	704900
CSXT	704903
CSXT	704904
CSXT	704905
CSXT	704906
CSXT	704908
CSXT	704909
CSXT	704914

PNC TRUST NUMBER 5 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704915
CSXT	704916
CSXT	704918
CSXT	704919
CSXT	704920
CSXT	704921
CSXT	704923
CSXT	704924
CSXT	704926
CSXT	704928
CSXT	704932
CSXT	704933
CSXT	704935
CSXT	704940
CSXT	704942
CSXT	704943
CSXT	704945
CSXT	704947
CSXT	704948
CSXT	704950
CSXT	704952
CSXT	704953
CSXT	704954
CSXT	704956
CSXT	704957
CSXT	704958
CSXT	704959
CSXT	704960
CSXT	704961
CSXT	704963
CSXT	704965
CSXT	704966
CSXT	704967
CSXT	704968
CSXT	704970
CSXT	704971
CSXT	704972
CSXT	704973
CSXT	704976
CSXT	704977
CSXT	704979
CSXT	704983
CSXT	704985
CSXT	704987
CSXT	704991
CSXT	704993
CSXT	704994
CSXT	704995
CSXT	704996
CSXT	704997
CSXT	704999
CSXT	705000
CSXT	705001

PNC TRUST NUMBER 5 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	705002
CSXT	705003
CSXT	705004
CSXT	705006
CSXT	705007
CSXT	705008
CSXT	705013
CSXT	705015
CSXT	705016
CSXT	705018
CSXT	705019
CSXT	705021
CSXT	705023
CSXT	705026
CSXT	705028
CSXT	705033
CSXT	705034
CSXT	705035
CSXT	705037
CSXT	705038
CSXT	705040
CSXT	705041
CSXT	705042
CSXT	705044
CSXT	705045
CSXT	705046
CSXT	705047
CSXT	705048
CSXT	705050
CSXT	705053
CSXT	705057
CSXT	705058
CSXT	705060
CSXT	705063
CSXT	705064
CSXT	705065
CSXT	705067
CSXT	705068
CSXT	705070
CSXT	705071
CSXT	705072
CSXT	705075
CSXT	705076
CSXT	705078
CSXT	705082
CSXT	705085
CSXT	705087
CSXT	705088
CSXT	705089
CSXT	705090
CSXT	705091
CSXT	705092
CSXT	705093



PNC TRUST NUMBER 5 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	705094
CSXT	705095
CSXT	705096
CSXT	705098
CSXT	705099
CSXT	705101
CSXT	705102
CSXT	705104
CSXT	705106
CSXT	705108
CSXT	705109
CSXT	705110
CSXT	705111
CSXT	705114
CSXT	705117
CSXT	705118
CSXT	705120
CSXT	705121
CSXT	705122
CSXT	705123
CSXT	705125
CSXT	705126
CSXT	705129
CSXT	705130
CSXT	705132
CSXT	705137
CSXT	705138
CSXT	705142
CSXT	705144
CSXT	705147
CSXT	705148
CSXT	705149
CSXT	705151
CSXT	705152
CSXT	705153
CSXT	705158
CSXT	705159
CSXT	705162
CSXT	705163
CSXT	705164
CSXT	705167
CSXT	705168
CSXT	705170
CSXT	705171
CSXT	705174
CSXT	705178
CSXT	705179
CSXT	705180
CSXT	705183
CSXT	705185
CSXT	705187
CSXT	705189
CSXT	705191

PNC TRUST NUMBER 5 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	705192
CSXT	705193
CSXT	705194
CSXT	705195
CSXT	705197
CSXT	705205
CSXT	705206
CSXT	705207
CSXT	705208
CSXT	705209
CSXT	705210
CSXT	705214
CSXT	705216
CSXT	705218
CSXT	705219
CSXT	705221
CSXT	705222
CSXT	705223

CAR TYPE TOTAL:

283

PNC TRUST NUMBER 5 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:		
100 TON WOOD CHIP	CSXT	432539
HOPPER	CSXT	432547
	-----	-----
CAR TYPE TOTAL:	2	
GRAND TOTAL:	369	

RECORDATION NO. 16546-C  
DEC 27 1989-8 40 AM  
INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 2  
AND AMENDMENT

Dated December 27, 1989

Among

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity but solely as trustee,  
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,  
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,  
not in its individual capacity but solely as trustee,  
Indenture Trustee

OPEN TOP HOPPER CARS  
GONDOLA CARS  
100-TON WOODCHIP HOPPER CARS

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ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 5 DATED AS OF SEPTEMBER 5, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

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FILED WITH THE INTERSTATE COMMERCE COMMISSION  
PURSUANT TO 49 U.S.C. § 11303 ON \_\_\_\_\_, 1989  
AT \_\_\_\_ A.M., RECORDATION NUMBER \_\_\_\_\_.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT, dated December 27, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 5 dated as of September 5, 1989 (the "Trust Agreement") with PNC LEASING CORP., a Pennsylvania corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 5 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 5 (the "Lease") dated as of September 5, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 5 (the "Indenture") dated as of September 5, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have executed and delivered Lease and Indenture Supplement No. 1 ("Lease and Indenture Supplement No. 1")

dated September 29, 1989 filed with the ICC on September 29, 1989 (Recordation No. 16546-B); and

WHEREAS, the parties hereto and thereto wish to amend Lease and Indenture Supplement No. 1 as well as the amortization schedules to each of the Notes executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$9,641,300 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper Car, Gondola Car and 100-ton Woodchip Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2B, 3B and 4B hereto shall be applicable in respect of the Gondola Cars and the 100-ton Woodchip Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 2 and Amendment, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 2 and Amendment, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. Effective on and as of the Initial Closing Date, Schedules 2A, 2B, 3A, 3B, 4A and 4B to Lease and Indenture Supplement No. 1 are deleted in their entirety and new Schedules 2A, 2B, 3A, 3B, 4A and 4B in the form attached hereto as Exhibit A, are inserted in lieu thereof.

7. Effective on and as of the Initial Closing Date, the amortization schedule attached as Schedule 1 to each Series A Note executed and delivered pursuant to the Indenture in connection with the Closing held on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit B, including Exhibits B-1 and B-2, is inserted in lieu thereof.

8. Effective on and as of the Initial Closing Date, the amortization schedule attached thereto as Schedule 1 to each Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit C, including Exhibits C-1 and C-2, is inserted in lieu thereof.

9. Except as expressly amended hereby, all provisions of Lease and Indenture Supplement No. 1, and each Series A and Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 shall remain unaffected and in full force and effect.

10. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 2 and Amendment to the same extent as if fully set forth herein.

11. This Lease and Indenture Supplement No. 2 and Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered

shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12. This Lease and Indenture Supplement No. 2 and Amendment is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.



IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement No.  
2 and Amendment to be duly executed on the date and year set  
forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capac-  
ity but solely as Owner  
Trustee

By   
Title: PHILIP G. KANE, JR.  
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title:

[Corporate Seal]

Attest:

By: \_\_\_\_\_  
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capac-  
ity but solely as Indenture  
Trustee

By \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture  
Trustee have caused this Lease and Indenture Supplement No.  
2 to be duly executed on the date and year set forth in the  
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capac-  
ity but solely as Owner  
Trustee

By \_\_\_\_\_  
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. N. N. N.  
Title: Treasurer

[Corporate Seal]

Attest:

By: \_\_\_\_\_  
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capac-  
ity but solely as Indenture  
Trustee

By \_\_\_\_\_  
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 and Amendment to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,  
not in its individual capacity but solely as Owner Trustee

By \_\_\_\_\_  
Title:

Lessee

CSX TRANSPORTATION, INC.

By \_\_\_\_\_  
Title:

[Corporate Seal]

Attest:

By:   
Title: CORPORATE TRUST OFFICER

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY,  
not in its individual capacity but solely as Indenture Trustee

By   
Title: VICE PRESIDENT

STATE OF Connecticut )  
COUNTY OF Hartford ) ss.: Hartford

On this 27th day of Dec, 1989, before me personally appeared PHILIP G. KANE, JR, to be personally known, who, being by me duly sworn, says that he is Vice President of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan C. Merker  
Notary Public

My Commission Expires:

[Notary Seal]

**SUSAN C. MERKER**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MARCH 31 1990

STATE OF MARYLAND )

: SS.:

CITY OF BALTIMORE )

On this 21st day of Dec, 1989, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beatrice M. McCanley  
Notary Public

Notary Public

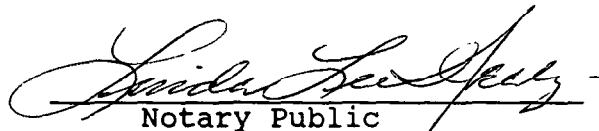
My Commission Expires: July 1, 1990

[Notary Seal]



STATE OF Maryland )  
                                  : ss.:  
COUNTY OF Baltimore )

On this 27th day of DEC, 1989, before me personally appeared John M. Mitchell, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: 7/1/90

[Notary Seal]

SCHEDULE 1  
to  
Lease and Indenture  
Supplement No. 2 and Amendment

SCHEDULE OF RAILCARS TO BE DELIVERED

Open Top Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
84	*	\$30,900	\$2,595,600

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
283	*	\$24,700	\$6,990,100

100-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
2	*	\$27,800	\$55,600

\* See tables attached hereto.

PNC TRUST NUMBER 5 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	807188
OPEN TOP HOPPER	CSXT	807213
	CSXT	807228
	CSXT	807253
	CSXT	807262
	CSXT	807297
	CSXT	807298
	CSXT	807335
	CSXT	807362
	CSXT	807380
	CSXT	807393
	CSXT	807397
	CSXT	807407
	CSXT	807418
	CSXT	807457
	CSXT	807535
	CSXT	807594
	CSXT	807607
	CSXT	807632
	CSXT	807642
	CSXT	807651
	CSXT	807697
	CSXT	807820
	CSXT	807844
	CSXT	807851
	CSXT	807878
	CSXT	807884
	CSXT	807885
	CSXT	807909
	CSXT	807942
	CSXT	807985
	CSXT	807997
	CSXT	808024
	CSXT	808080
	CSXT	808102
	CSXT	808134
	CSXT	808167
	CSXT	808172
	CSXT	808199
	CSXT	808204
	CSXT	808237
	CSXT	808259
	CSXT	808307
	CSXT	808317
	CSXT	808412
	CSXT	808424
	CSXT	808437
	CSXT	808448
	CSXT	808456
	CSXT	808495
	CSXT	808550
	CSXT	808569
	CSXT	808697



PNC TRUST NUMBER 5 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	808734
CSXT	808739
CSXT	808782
CSXT	808868
CSXT	808923
CSXT	808931
CSXT	808934
CSXT	808967
CSXT	808982
CSXT	809087
CSXT	809088
CSXT	809106
CSXT	809121
CSXT	809123
CSXT	809125
CSXT	809150
CSXT	809151
CSXT	809226
CSXT	809258
CSXT	809408
CSXT	809432
CSXT	809449
CSXT	809478
CSXT	809535
CSXT	809548
CSXT	809593
CSXT	809674
CSXT	809687
CSXT	809696
CSXT	809705
CSXT	809740

CAR TYPE TOTAL:

84

PNC TRUST NUMBER 5 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	704734
GONDOLA	CSXT	704736
	CSXT	704737
	CSXT	704739
	CSXT	704740
	CSXT	704741
	CSXT	704742
	CSXT	704743
	CSXT	704744
	CSXT	704745
	CSXT	704746
	CSXT	704747
	CSXT	704748
	CSXT	704750
	CSXT	704751
	CSXT	704753
	CSXT	704754
	CSXT	704755
	CSXT	704756
	CSXT	704758
	CSXT	704759
	CSXT	704760
	CSXT	704761
	CSXT	704762
	CSXT	704764
	CSXT	704765
	CSXT	704767
	CSXT	704768
	CSXT	704770
	CSXT	704771
	CSXT	704772
	CSXT	704773
	CSXT	704775
	CSXT	704776
	CSXT	704778
	CSXT	704780
	CSXT	704782
	CSXT	704783
	CSXT	704784
	CSXT	704786
	CSXT	704788
	CSXT	704789
	CSXT	704790
	CSXT	704791
	CSXT	704792
	CSXT	704794
	CSXT	704795
	CSXT	704797
	CSXT	704798
	CSXT	704801
	CSXT	704805
	CSXT	704808
	CSXT	704810

PNC TRUST NUMBER 5 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	704811
CSXT	704813
CSXT	704814
CSXT	704815
CSXT	704816
CSXT	704817
CSXT	704819
CSXT	704824
CSXT	704825
CSXT	704827
CSXT	704828
CSXT	704830
CSXT	704831
CSXT	704832
CSXT	704835
CSXT	704838
CSXT	704840
CSXT	704843
CSXT	704845
CSXT	704847
CSXT	704848
CSXT	704853
CSXT	704854
CSXT	704855
CSXT	704858
CSXT	704859
CSXT	704860
CSXT	704863
CSXT	704867
CSXT	704874
CSXT	704875
CSXT	704877
CSXT	704879
CSXT	704880
CSXT	704882
CSXT	704883
CSXT	704885
CSXT	704886
CSXT	704887
CSXT	704888
CSXT	704891
CSXT	704892
CSXT	704893
CSXT	704894
CSXT	704897
CSXT	704900
CSXT	704903
CSXT	704904
CSXT	704905
CSXT	704906
CSXT	704908
CSXT	704909
CSXT	704914

PNC TRUST NUMBER 5 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	704915
CSXT	704916
CSXT	704918
CSXT	704919
CSXT	704920
CSXT	704921
CSXT	704923
CSXT	704924
CSXT	704926
CSXT	704928
CSXT	704932
CSXT	704933
CSXT	704935
CSXT	704940
CSXT	704942
CSXT	704943
CSXT	704945
CSXT	704947
CSXT	704948
CSXT	704950
CSXT	704952
CSXT	704953
CSXT	704954
CSXT	704956
CSXT	704957
CSXT	704958
CSXT	704959
CSXT	704960
CSXT	704961
CSXT	704963
CSXT	704965
CSXT	704966
CSXT	704967
CSXT	704968
CSXT	704970
CSXT	704971
CSXT	704972
CSXT	704973
CSXT	704976
CSXT	704977
CSXT	704979
CSXT	704983
CSXT	704985
CSXT	704987
CSXT	704991
CSXT	704993
CSXT	704994
CSXT	704995
CSXT	704996
CSXT	704997
CSXT	704999
CSXT	705000
CSXT	705001

PNC TRUST NUMBER 5 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	705002
CSXT	705003
CSXT	705004
CSXT	705006
CSXT	705007
CSXT	705008
CSXT	705013
CSXT	705015
CSXT	705016
CSXT	705018
CSXT	705019
CSXT	705021
CSXT	705023
CSXT	705026
CSXT	705028
CSXT	705033
CSXT	705034
CSXT	705035
CSXT	705037
CSXT	705038
CSXT	705040
CSXT	705041
CSXT	705042
CSXT	705044
CSXT	705045
CSXT	705046
CSXT	705047
CSXT	705048
CSXT	705050
CSXT	705053
CSXT	705057
CSXT	705058
CSXT	705060
CSXT	705063
CSXT	705064
CSXT	705065
CSXT	705067
CSXT	705068
CSXT	705070
CSXT	705071
CSXT	705072
CSXT	705075
CSXT	705076
CSXT	705078
CSXT	705082
CSXT	705085
CSXT	705087
CSXT	705088
CSXT	705089
CSXT	705090
CSXT	705091
CSXT	705092
CSXT	705093

PNC TRUST NUMBER 5 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	705094
CSXT	705095
CSXT	705096
CSXT	705098
CSXT	705099
CSXT	705101
CSXT	705102
CSXT	705104
CSXT	705106
CSXT	705108
CSXT	705109
CSXT	705110
CSXT	705111
CSXT	705114
CSXT	705117
CSXT	705118
CSXT	705120
CSXT	705121
CSXT	705122
CSXT	705123
CSXT	705125
CSXT	705126
CSXT	705129
CSXT	705130
CSXT	705132
CSXT	705137
CSXT	705138
CSXT	705142
CSXT	705144
CSXT	705147
CSXT	705148
CSXT	705149
CSXT	705151
CSXT	705152
CSXT	705153
CSXT	705158
CSXT	705159
CSXT	705162
CSXT	705163
CSXT	705164
CSXT	705167
CSXT	705168
CSXT	705170
CSXT	705171
CSXT	705174
CSXT	705178
CSXT	705179
CSXT	705180
CSXT	705183
CSXT	705185
CSXT	705187
CSXT	705189
CSXT	705191

PNC TRUST NUMBER 5 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
	CSXT	705192
	CSXT	705193
	CSXT	705194
	CSXT	705195
	CSXT	705197
	CSXT	705205
	CSXT	705206
	CSXT	705207
	CSXT	705208
	CSXT	705209
	CSXT	705210
	CSXT	705214
	CSXT	705216
	CSXT	705218
	CSXT	705219
	CSXT	705221
	CSXT	705222
	CSXT	705223
	-----	-----
CAR TYPE TOTAL:		283

PNC TRUST NUMBER 5 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:		
100 TON WOOD CHIP	CSXT	432539
HOPPER	CSXT	432547
	-----	-----
CAR TYPE TOTAL:	2	
GRAND TOTAL:	369	



SCHEDULE 2A  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

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STIPULATED LOSS VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998 the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998 the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after January 1, 1998 the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.59594247
January 1, 1991	109.69018393
July 1, 1991	107.73965202
January 1, 1992	108.32797970
July 1, 1992	105.94272147
January 1, 1993	106.32979460
July 1, 1993	103.51366339
January 1, 1994	103.77326577
July 1, 1994	100.55943519
January 1, 1995	100.71563379
July 1, 1995	97.07760418
January 1, 1996	97.12865244
July 1, 1996	93.04825434
January 1, 1997	93.05390975
July 1, 1997	86.28355054
January 1, 1998	88.96010400
July 1, 1998	78.53574790
January 1, 1999	78.72697089
July 1, 1999	70.32031442
January 1, 2000	70.72493672
July 1, 2000	61.71737694
January 1, 2001	62.35057674
July 1, 2001	52.51977128
January 1, 2002	52.74537843
July 1, 2002	42.62074307
January 1, 2003	42.91047920
July 1, 2003	32.16519720
January 1, 2004	32.68236712
July 1, 2004	21.25000000

SCHEDULE 2B  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

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STIPULATED LOSS VALUE  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.52165507
January 1, 1991	108.62436589
July 1, 1991	106.81164534
January 1, 1992	107.43484385
July 1, 1992	105.18204326
January 1, 1993	105.60519156
July 1, 1993	102.92471116
January 1, 1994	103.22027318
July 1, 1994	100.14396072
January 1, 1995	100.33592309
July 1, 1995	96.83724464
January 1, 1996	96.92402181
July 1, 1996	92.98372071
January 1, 1997	93.02421348
July 1, 1997	86.40723557
January 1, 1998	89.13260317
July 1, 1998	78.83108938
January 1, 1999	79.02269283
July 1, 1999	70.71659127
January 1, 2000	70.89887968
July 1, 2000	62.13450960
January 1, 2001	62.51303963
July 1, 2001	53.04287022
January 1, 2002	53.42054811
July 1, 2002	43.42183795
January 1, 2003	44.06451060
July 1, 2003	33.35072691
January 1, 2004	34.30776586
July 1, 2004	22.79000000

SCHEDULE 3A  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

TERMINATION VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.52798219
January 1, 1991	109.61898751
July 1, 1991	107.66506535
January 1, 1992	108.24984135
July 1, 1992	105.86086231
January 1, 1993	106.24403745
July 1, 1993	103.42382264
January 1, 1994	103.67914697
July 1, 1994	100.46083463
January 1, 1995	100.61233804
July 1, 1995	96.96938968
January 1, 1996	97.01528496
July 1, 1996	92.92948850
January 1, 1997	92.92948850
July 1, 1997	86.15320458
January 1, 1998	88.82355120
July 1, 1998	78.39269271
January 1, 1999	78.57710366
July 1, 1999	70.16331079
January 1, 2000	70.56045685
July 1, 2000	61.54506484
January 1, 2001	62.17005945
July 1, 2001	52.33065808
January 1, 2002	52.54726001
July 1, 2002	42.41319061
January 1, 2003	42.69304346
July 1, 2003	31.93740757
January 1, 2004	32.44373056
July 1, 2004	21.00000000

SCHEDULE 3B  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

TERMINATION VALUE  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.03505947
January 1, 1991	108.11459949
July 1, 1991	106.27760479
January 1, 1992	106.87537325
July 1, 1992	104.59593168
January 1, 1993	104.99117041
July 1, 1993	102.28145144
January 1, 1994	102.54638260
July 1, 1994	99.43798068
January 1, 1995	99.59632556
July 1, 1995	96.06242881
January 1, 1996	96.11231065
July 1, 1996	92.13335734
January 1, 1997	92.13335734
July 1, 1997	85.47395848
January 1, 1998	88.15488512
July 1, 1998	77.80681416
January 1, 1999	77.94964348
July 1, 1999	69.59244525
January 1, 2000	69.72120386
July 1, 2000	60.90075499
January 1, 2001	61.22053587
July 1, 2001	51.68881976
January 1, 2002	52.00202022
July 1, 2002	41.93576233
January 1, 2003	42.50767075
July 1, 2003	31.71975317
January 1, 2004	32.59912810
July 1, 2004	21.00000000



SCHEDULE 4A  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

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BASIC RENT  
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>	
July 1, 1990	0.00000000	
January 1, 1991	3.76903241	
July 1, 1991	6.61439989	
January 1, 1992	3.75958618	
July 1, 1992	6.62384614	
January 1, 1993	3.62582524	
July 1, 1993	6.75760708	
January 1, 1994	3.47957103	
July 1, 1994	6.90386129	
January 1, 1995	3.31965668	
July 1, 1995	7.06377566	
January 1, 1996	3.14480632	
July 1, 1996	7.23862600	
January 1, 1997	2.95362493	
July 1, 1997	9.73723678	
January 1, 1998	0.00000000	(arrears)
January 1, 1998	12.69086172	(advance)
July 1, 1998	2.18742396	
January 1, 1999	10.50343778	
July 1, 1999	1.79906611	
January 1, 2000	10.89179561	
July 1, 2000	1.37443564	
January 1, 2001	11.31642608	
July 1, 2001	1.37443564	
January 1, 2002	11.31642608	
July 1, 2002	1.02600407	
January 1, 2003	11.66485767	
July 1, 2003	0.54470421	
January 1, 2004	12.14615753	

SCHEDULE 4B  
to  
Lease and Indenture  
Supplement No. 2  
and Amendment

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BASIC RENT  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>	
July 1, 1990	0.00000000	
January 1, 1991	3.80000964	
July 1, 1991	6.51682706	
January 1, 1992	3.77463619	
July 1, 1992	6.54220052	
January 1, 1993	3.64220825	
July 1, 1993	6.67462849	
January 1, 1994	3.49710691	
July 1, 1994	6.81972979	
January 1, 1995	3.33811941	
July 1, 1995	6.97871730	
January 1, 1996	3.16391681	
July 1, 1996	7.15291989	
January 1, 1997	2.97304302	
July 1, 1997	9.63642408	
January 1, 1998	0.00000000	(arrears)
January 1, 1998	12.60946711	(advance)
July 1, 1998	2.22563346	
January 1, 1999	10.38383362	
July 1, 1999	1.98795490	
January 1, 2000	10.62151221	
July 1, 2000	1.58476775	
January 1, 2001	11.02469933	
July 1, 2001	1.29593617	
January 1, 2002	11.31353091	
July 1, 2002	0.81659428	
January 1, 2003	11.79287282	
July 1, 2003	0.29137934	
January 1, 2004	12.31808776	

SCHEDULE 2A  
to  
Lease and Indenture  
Supplement No. 1

STIPULATED LOSS VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998 the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998 the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after January 1, 1998 the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.59594247
January 1, 1991	109.69018393
July 1, 1991	107.73965202
January 1, 1992	108.32797970
July 1, 1992	105.94272147
January 1, 1993	106.32979460
July 1, 1993	103.51366339
January 1, 1994	103.77326577
July 1, 1994	100.55943519
January 1, 1995	100.71563379
July 1, 1995	97.07760418
January 1, 1996	97.12865244
July 1, 1996	93.04825434
January 1, 1997	93.05390975
July 1, 1997	86.28355054
January 1, 1998	88.96010400
July 1, 1998	78.53574790
January 1, 1999	78.72697089
July 1, 1999	70.32031442
January 1, 2000	70.72493672
July 1, 2000	61.71737694
January 1, 2001	62.35057674
July 1, 2001	52.51977128
January 1, 2002	52.74537843
July 1, 2002	42.62074307
January 1, 2003	42.91047920
July 1, 2003	32.16519720
January 1, 2004	32.68236712
July 1, 2004	21.25000000

SCHEDULE 2B  
to  
Lease and Indenture  
Supplement No. 1

STIPULATED LOSS VALUE  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.52165507
January 1, 1991	108.62436589
July 1, 1991	106.81164534
January 1, 1992	107.43484385
July 1, 1992	105.18204326
January 1, 1993	105.60519156
July 1, 1993	102.92471116
January 1, 1994	103.22027318
July 1, 1994	100.14396072
January 1, 1995	100.33592309
July 1, 1995	96.83724464
January 1, 1996	96.92402181
July 1, 1996	92.98372071
January 1, 1997	93.02421348
July 1, 1997	86.40723557
January 1, 1998	89.13260317
July 1, 1998	78.83108938
January 1, 1999	79.02269283
July 1, 1999	70.71659127
January 1, 2000	70.89887968
July 1, 2000	62.13450960
January 1, 2001	62.51303963
July 1, 2001	53.04287022
January 1, 2002	53.42054811
July 1, 2002	43.42183795
January 1, 2003	44.06451060
July 1, 2003	33.35072691
January 1, 2004	34.30776586
July 1, 2004	22.79000000

SCHEDULE 3A  
to  
Lease and Indenture  
Supplement No. 1

TERMINATION VALUE  
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	108.52798219
January 1, 1991	109.61898751
July 1, 1991	107.66506535
January 1, 1992	108.24984135
July 1, 1992	105.86086231
January 1, 1993	106.24403745
July 1, 1993	103.42382264
January 1, 1994	103.67914697
July 1, 1994	100.46083463
January 1, 1995	100.61233804
July 1, 1995	96.96938968
January 1, 1996	97.01528496
July 1, 1996	92.92948850
January 1, 1997	92.92948850
July 1, 1997	86.15320458
January 1, 1998	88.82355120
July 1, 1998	78.39269271
January 1, 1999	78.57710366
July 1, 1999	70.16331079
January 1, 2000	70.56045685
July 1, 2000	61.54506484
January 1, 2001	62.17005945
July 1, 2001	52.33065808
January 1, 2002	52.54726001
July 1, 2002	42.41319061
January 1, 2003	42.69304346
July 1, 2003	31.93740757
January 1, 2004	32.44373056
July 1, 2004	21.00000000



SCHEDULE 3B  
to  
Lease and Indenture  
Supplement No. 1

TERMINATION VALUE  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to January 1, 1998, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on January 1, 1998, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after January 1, 1998, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars, 70-ton Woodchip Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	107.03505947
January 1, 1991	108.11459949
July 1, 1991	106.27760479
January 1, 1992	106.87537325
July 1, 1992	104.59593168
January 1, 1993	104.99117041
July 1, 1993	102.28145144
January 1, 1994	102.54638260
July 1, 1994	99.43798068
January 1, 1995	99.59632556
July 1, 1995	96.06242881
January 1, 1996	96.11231065
July 1, 1996	92.13335734
January 1, 1997	92.13335734
July 1, 1997	85.47395848
January 1, 1998	88.15488512
July 1, 1998	77.80681416
January 1, 1999	77.94964348
July 1, 1999	69.59244525
January 1, 2000	69.72120386
July 1, 2000	60.90075499
January 1, 2001	61.22053587
July 1, 2001	51.68881976
January 1, 2002	52.00202022
July 1, 2002	41.93576233
January 1, 2003	42.50767075
July 1, 2003	31.71975317
January 1, 2004	32.59912810
July 1, 2004	21.00000000

Exhibit A

SCHEDULE 4A  
to  
Lease and Indenture  
Supplement No. 1

BASIC RENT  
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.76903241
July 1, 1991	6.61439989
January 1, 1992	3.75958618
July 1, 1992	6.62384614
January 1, 1993	3.62582524
July 1, 1993	6.75760708
January 1, 1994	3.47957103
July 1, 1994	6.90386129
January 1, 1995	3.31965668
July 1, 1995	7.06377566
January 1, 1996	3.14480632
July 1, 1996	7.23862600
January 1, 1997	2.95362493
July 1, 1997	9.73723678
January 1, 1998	0.00000000 (arrears)
January 1, 1998	12.69086172 (advance)
July 1, 1998	2.18742396
January 1, 1999	10.50343778
July 1, 1999	1.79906611
January 1, 2000	10.89179561
July 1, 2000	1.37443564
January 1, 2001	11.31642608
July 1, 2001	1.37443564
January 1, 2002	11.31642608
July 1, 2002	1.02600407
January 1, 2003	11.66485767
July 1, 2003	0.54470421
January 1, 2004	12.14615753

Exhibit A

SCHEDULE 4B  
to  
Lease and Indenture  
Supplement No. 1

BASIC RENT  
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
July 1, 1990	0.00000000
January 1, 1991	3.80000964
July 1, 1991	6.51682706
January 1, 1992	3.77463619
July 1, 1992	6.54220052
January 1, 1993	3.64220825
July 1, 1993	6.67462849
January 1, 1994	3.49710691
July 1, 1994	6.81972979
January 1, 1995	3.33811941
July 1, 1995	6.97871730
January 1, 1996	3.16391681
July 1, 1996	7.15291989
January 1, 1997	2.97304302
July 1, 1997	9.63642408
January 1, 1998	0.00000000 (arrears)
January 1, 1998	12.60946711 (advance)
July 1, 1998	2.22563346
January 1, 1999	10.38383362
July 1, 1999	1.98795490
January 1, 2000	10.62151221
July 1, 2000	1.58476775
January 1, 2001	11.02469933
July 1, 2001	1.29593617
January 1, 2002	11.31353091
July 1, 2002	0.81659428
January 1, 2003	11.79287282
July 1, 2003	0.29137934
January 1, 2004	12.31808776

SCHEDULE 1  
to  
Series A Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS  
(HOPPERS)

Series A Redemption Date	Principal to be redeemed (Expressed as a Percentage of 79.48651947% of Original Principal Amount of Series A Amount of Series A Notes)	Interest (Expressed as a Percentage of 79.48651947% of Original Principal Amount of Notes)	Total Payment (Expressed as a Percentage of 79.48651947% of Original Principal Notes)
July 1, 1990	6.69285353	6.69285353	0.00000000
January 1, 1991	4.67000000	4.67000000	0.00000000
July 1, 1991	5.06448126	4.67000000	0.39448126
January 1, 1992	4.65157773	4.65157773	0.00000000
July 1, 1992	10.23752615	4.65157773	5.58594842
January 1, 1993	4.39071393	4.39071393	0.00000000
July 1, 1993	10.49838991	4.39071393	6.10767598
January 1, 1994	4.10548547	4.10548547	0.00000000
July 1, 1994	10.78361840	4.10548547	6.67813294
January 1, 1995	3.79361666	3.79361666	0.00000000
July 1, 1995	11.09548721	3.79361666	7.30187055
January 1, 1996	3.45261930	3.45261930	0.00000000
July 1, 1996	11.43648455	3.45261930	7.98386525
January 1, 1997	3.07977280	3.07977280	0.00000000
July 1, 1997	15.50671915	3.07977280	12.42694635
January 1, 1998	22.06956531	2.49943440	19.57013090
July 1, 1998	1.58550929	1.58550929	0.00000000
January 1, 1999	17.80359867	1.58550929	16.21808938
July 1, 1999	0.882812451	0.882812451	0.00000000
January 1, 2000	18.56098347	0.882812451	17.73285896

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS<sup>1</sup>

Redemption Date	Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)
7/1/1990	0.00000000	5.77686473	5.77686473
1/1/1991	0.00000000	4.67000000	4.67000000
7/1/1991	0.31355942	4.67000000	4.98355942
1/1/1992	0.00000000	4.65535678	4.65535678
7/1/1992	4.44007598	4.65535678	9.09543276
1/1/1993	0.00000000	4.44800522	4.44800522
7/1/1993	4.85477906	4.44800522	9.30278428
1/1/1994	0.00000000	4.22128705	4.22128705
7/1/1994	5.30821544	4.22128705	9.52950249
1/1/1995	0.00000000	3.97339339	3.97339339
7/1/1995	5.80400276	3.97339339	9.77739614
1/1/1996	0.00000000	3.70234645	3.70234645
7/1/1996	6.34609661	3.70234645	10.04844306
1/1/1997	0.00000000	3.40598375	3.40598375
7/1/1997	10.83161897	3.40598375	14.23760271
1/1/1998	23.54933808	2.90014714	26.44948522
7/1/1998	0.00000000	1.80039305	1.80039305
1/1/1999	17.18064805	1.80039305	18.98104110
7/1/1999	0.00000000	0.99805678	0.99805678
1/1/2000	<u>21.37166564</u>	<u>0.99805678</u>	<u>22.36972242</u>
	100.00000000	72.42665680	172.42665680

1 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

SCHEDULE 1  
to  
Series A Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS  
(GONDOLAS AND WOODCHIP CARS)

Series A Redemption Date	Principal to be redeemed (Expressed as a Percentage of 20.51348053% of Original Principal Amount of Series A Amount of Series A Notes)	Interest (Expressed as a Percentage of 20.51348053% of Original Principal Amount of Notes)	Total Payment (Expressed as a Percentage of 20.51348053% of Original Principal Notes)
July 1, 1990	0.00000000	17.55220944	17.55220944
January 1, 1991	0.00000000	4.67000000	4.67000000
July 1, 1991	0.00000000	4.67000000	4.67000000
January 1, 1992	0.00000000	4.67000000	4.67000000
July 1, 1992	0.00000000	4.67000000	4.67000000
January 1, 1993	0.00000000	4.67000000	4.67000000
July 1, 1993	0.00000000	4.67000000	4.67000000
January 1, 1994	0.00000000	4.67000000	4.67000000
July 1, 1994	0.00000000	4.67000000	4.67000000
January 1, 1995	0.00000000	4.67000000	4.67000000
July 1, 1995	0.00000000	4.67000000	4.67000000
January 1, 1996	0.00000000	4.67000000	4.67000000
July 1, 1996	0.00000000	4.67000000	4.67000000
January 1, 1997	0.00000000	4.67000000	4.67000000
July 1, 1997	4.64997559	4.67000000	9.31997559
January 1, 1998	38.96814177	4.45284614	43.42098791
July 1, 1998	0.00000000	2.63303392	2.63303392
January 1, 1999	20.91041192	2.63303392	23.54344584
July 1, 1999	0.00000000	1.65651768	1.65651768
January 1, 2000	35.47147073	1.65651768	37.12798841

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS<sup>2</sup>

Redemption Date	Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series B Notes)	Interest (Expressed as a Percentage of Original Principal Amount of Series B Notes)	Total Payment (Expressed as a Percentage of Original Principal Amount of Series B Notes)
7/1/1990	0.00000000	5.14916299	5.14916299
1/1/1991	0.00000000	4.78500000	4.78500000
7/1/1991	0.48876522	4.78500000	5.27376522
1/1/1992	0.00000000	4.76161259	4.76161259
7/1/1992	2.55094084	4.76161259	7.31255343
1/1/1993	0.00000000	4.63955006	4.63955006
7/1/1993	2.79506588	4.63955006	7.43461594
1/1/1994	0.00000000	4.50580616	4.50580616
7/1/1994	3.06255370	4.50580616	7.56835986
1/1/1995	0.00000000	4.35926297	4.35926297
7/1/1995	3.35564007	4.35926297	7.71490303
1/1/1996	0.00000000	4.19869559	4.19869559
7/1/1996	3.67677482	4.19869559	7.87547041
1/1/1997	0.00000000	4.02276191	4.02276191
7/1/1997	4.84698638	4.02276191	8.86974829
1/1/1998	0.00000000	3.79083362	3.79083362
7/1/1998	0.00000000	3.79083362	3.79083362
1/1/1999	0.00000000	3.79083362	3.79083362
7/1/1999	0.00000000	3.79083362	3.79083362
1/1/2000	0.00000000	3.79083362	3.79083362
7/1/2000	0.00000000	3.79083362	3.79083362
1/1/2001	5.56372176	3.79083362	9.35455538
7/1/2001	0.00000000	3.52460953	3.52460953
1/1/2002	21.57839119	3.52460953	25.10300072
7/1/2002	0.00000000	2.49208351	2.49208351
1/1/2003	27.16954621	2.49208351	29.66162972
7/1/2003	0.00000000	1.19202073	1.19202073
1/1/2004	<u>24.91161393</u>	<u>1.19202073</u>	<u>26.10363466</u>
	100.00000000	108.64780444	208.64780444

- 2 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.



SCHEDULE 1  
to  
Series B Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS  
(HOPPERS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 48.69611690% of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of 48.69611690% of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of 48.69611690% of Original Principal Amount of Series B Notes)</u>
July 1, 1990	6.85766684	6.85766684	0.00000000
January 1, 1991	4.78500000	4.78500000	0.00000000
July 1, 1991	4.78500000	4.78500000	0.00000000
January 1, 1992	4.78500000	4.78500000	0.00000000
July 1, 1992	4.78500000	4.78500000	0.00000000
January 1, 1993	4.78500000	4.78500000	0.00000000
July 1, 1993	4.78500000	4.78500000	0.00000000
January 1, 1994	4.78500000	4.78500000	0.00000000
July 1, 1994	4.78500000	4.78500000	0.00000000
January 1, 1995	4.78500000	4.78500000	0.00000000
July 1, 1995	4.78500000	4.78500000	0.00000000
January 1, 1996	4.78500000	4.78500000	0.00000000
July 1, 1996	4.78500000	4.78500000	0.00000000
January 1, 1997	4.78500000	4.78500000	0.00000000
July 1, 1997	4.78500000	4.78500000	0.00000000
January 1, 1998	4.78500000	4.78500000	0.00000000
July 1, 1998	4.78500000	4.78500000	0.00000000
January 1, 1999	4.78500000	4.78500000	0.00000000
July 1, 1999	4.78500000	4.78500000	0.00000000
January 1, 2000	4.78500000	4.78500000	0.00000000
July 1, 2000	4.78500000	4.78500000	0.00000000
January 1, 2001	4.78500000	4.78500000	0.00000000
July 1, 2001	4.78500000	4.78500000	0.00000000
January 1, 2002	30.13588407	4.78500000	25.35088407
July 1, 2002	3.57196020	3.57196020	0.00000000
January 1, 2003	38.58995910	3.57196020	35.01799890
July 1, 2003	1.89634895	1.89634895	0.00000000
January 1, 2004	41.52746597	1.89634895	39.63111702

SCHEDULE 1  
to  
Series B Note

SCHEDULE OF MANDATORY REDEMPTION  
AND INTEREST PAYMENTS  
(GONDOLAS AND 100-TON WOODCHIP CARS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 51.30388310% of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of 51.30388310% of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of 51.30388310% of Original Principal Amount of Series B Notes)</u>
July 1, 1990	0.00000000	0.00000000	0.00000000
January 1, 1991	0.00000000	4.78500000	4.78500000
July 1, 1991	0.95268661	4.78500000	5.73768661
January 1, 1992	0.00000000	4.73941395	4.73941395
July 1, 1992	4.97221787	4.73941395	9.71163182
January 1, 1993	0.00000000	4.50149332	4.50149332
July 1, 1993	5.44805911	4.50149332	9.94955244
January 1, 1994	0.00000000	4.24080369	4.24080369
July 1, 1994	5.96943841	4.24080369	10.21024210
January 1, 1995	0.00000000	3.95516606	3.95516606
July 1, 1995	6.54071362	3.95516606	10.49587968
January 1, 1996	0.00000000	3.64219292	3.64219292
July 1, 1996	7.16665991	3.64219292	10.80885283
January 1, 1997	0.00000000	3.29926824	3.29926824
July 1, 1997	9.44760140	3.29926824	12.74686964
January 1, 1998	0.00000000	2.84720052	2.84720052
July 1, 1998	0.00000000	2.84720052	2.84720052
January 1, 1999	0.00000000	2.84720052	2.84720052
July 1, 1999	0.00000000	2.84720052	2.84720052
January 1, 2000	0.00000000	2.84720052	2.84720052
July 1, 2000	0.00000000	2.84720052	2.84720052
January 1, 2001	10.84464064	2.84720052	13.69184115
July 1, 2001	0.00000000	2.32828446	2.32828446
January 1, 2002	17.99765337	2.32828446	20.32593783
July 1, 2002	0.00000000	1.46709674	1.46709674
January 1, 2003	19.72002881	1.46709674	21.18712555
July 1, 2003	0.00000000	0.52349337	0.52349337
January 1, 2004	10.94030026	0.52349337	11.46379363